RURAL BANK FARM MANAGEMENT DEPOSIT TERMS AND CONDITIONS

Effective date: 08 June 2015

RURAL BANK

IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING

THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR THE FOLLOWING RURAL BANK FARM MANAGEMENT DEPOSIT ACCOUNTS (VARIABLE AND FIXED TERM)

Effective Date: 08 June 2015

Issuer of the Products: Rural Bank Limited
ABN 74 083 938 416

Australian Financial Services Licence (AFSL) 238042
Registered Office: Level 6, 80 Grenfell Street, Adelaide, SA 5000

"BPAY" is a registered trademark of BPAY Pty Ltd
ABN 69 079 137 518

"Bank@Post" is a trademark (registered or otherwise)
of the Australian Postal Corporation
ABN 28 864 970 579

"Community Bank" is a registered trademark of Bendigo
and Adelaide Bank Limited
ABN 11 068 049 178

Products distributed by Bendigo and Adelaide Bank Limited
ABN 11 068 049 178 AFSL 237879 as sales agent for Rural Bank Limited

The Rural Bank Farm Management Deposit Terms and Conditions (**Terms**) contain important information you should consider before making a decision to acquire or continue to hold a Rural Bank Farm Management Deposit. Please read it carefully. We recommend that you compare products available in the marketplace and select a product that best suits your individual needs. You should keep the Terms in a safe place, as it may be a useful reference guide in the future. Please contact us if you require further information or if you have any questions.

Statements made in the Terms do not constitute investment advice. We recommend you seek independent financial advice.

To the extent that general advice about financial products is provided in the Terms, you should note that:

- the advice has been prepared without taking into account your objectives, financial situation or needs;
- because of this you should, before acting on the advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs;
- individual circumstances may vary and special legislative requirements must be adhered to. You should consult your taxation advisor.
- you should read these Terms and consider the risk factors and other information contained in the Terms before deciding whether to acquire our Rural Bank Farm Management Deposit product.

FINANCIAL CLAIMS SCHEME

Deposits with Rural Bank are covered by the Financial Claims Scheme. The account holder may be entitled to payment under the Financial Claims Scheme. Payments under the Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at http://www.apra.gov.au and the APRA hotline on 1300 55 88 49.

EMERGENCY CONTACT NUMBERS

Lost, stolen or unauthorised use of Internet Banking and Phone Banking passwords	1300 651 839 – during normal business hours 1800 035 383 – after hours

Contents

IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING 1

DEFINITION OF TERMS 2

SECTION 1 – IMPORTANT FARM MANAGEMENT DEPOSIT (FMD) INFORMATION 4

1.1 What is a farm management deposit? 4
1.2 Special FMD terms and conditions 4
1.3 Eligibility for tax benefit 4
1.4 Repayment of deposit within first twelve months 5
1.5 Repayment upon death 5

SECTION 2 – GENERAL INFORMATION 6

2.1 Contacting us 6
2.2 About us 6
2.3 Your privacy and confidentiality 6
2.4 About the terms and conditions 6
2.5 Interest rate risk 6
2.6 General risk specific to FMD accounts 6
2.7 Fees and charges 6
2.8 Interest rates that may apply 6
2.9 Account statements 6
2.10 Communicating with you 7
2.11 Communicating with us 7
2.12 Changes to the Terms and Conditions and ongoing disclosure 7
2.13 Other Important Terms 8
2.14 Anti-Money Laundering 9
2.15 If you have a complaint 9

SECTION 3 – OPENING AN FMD ACCOUNT 10

3.1 Eligibility 10
3.2 Your completed application form 10
3.3 Identification 10
3.4 Joint account 10
3.5 Authorising someone to act on your account 10
3.6 Taxation implications and providing a Tax File Number 10

SECTION 4 – ACCESSING AND OPERATING A FMD ACCOUNT 11

4.1 Accessing an account 11
4.2 Internet and Phone Banking 11
4.3 BPAY® 14
4.4 Pay anyone 16
4.5 EFT transaction – Liability 19
4.6 Protecting your access ID, password and security token 20
4.7 Staff Assisted transfers 20
4.8 Changing details on your account 21
4.9 Inactive accounts 21

SECTION 5 – MATURING RURAL BANK FMDS 21

SECTION 6 – CLOSING AN ACCOUNT 22

6.1 Closing your variable FMD accounts and ending fixed FMD accounts at maturity 22
6.2 Closing or repayment from a fixed rate FMD prior to maturity 22

SECTION 7 – TRANSFERRING YOUR FMD TO ANOTHER FINANCIAL INSTITUTION 23

SECTION 8 – RURAL BANK FARM MANAGEMENT DEPOSIT COMPARISON TABLE & PRODUCT FEATURES 24

SECTION 9 – RURAL BANK FARM MANAGEMENT DEPOSIT COMPARISON TABLE AND ACCESS FEATURES 25

SECTION 10 – OTHER FEES AND CHARGES 26

Definition of Terms

In these Terms, unless the context otherwise requires:

'access ID' means the number(s) Rural Bank issues to you and your authorised user(s) to enable access to the Rural Bank Internet Banking or Rural Bank Phone Banking services;

'access method' means any method we make available to you or your authorised user(s), to give us authority to act on instructions when using electronic equipment. An access method comprises one or more components (including, but not limited to, a PIN, an access ID, or any combination of these) that does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating you or your authorised users, authority to give us an instruction;

'account' means an account we establish in your name for the purpose of recording transactions in connection with a Rural Bank Farm Management Deposit product we provide to you;

'AFSL' means Australian Financial Services Licence number;

'authorised signatory' means you or a person who is authorised to operate your account;

'authorised user' means any third party who is authorised by you to use Rural Bank Internet Banking and/or Phone Banking services to access and operate your nominated account(s) and who is/are registered with Rural Bank as an authorised user notwithstanding your responsibility for use of the Rural Bank Internet Banking and Phone Banking services;

'Bendigo Bank' means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 who act as an agent on behalf of Rural Bank, and offer limited banking services to Rural Bank customers;

'branch' includes any branch of Bendigo and Adelaide Bank Limited branches who act as agents of Rural Bank;

'BSB' means Bank State Branch identifier. It is used to identify individual financial institutions for the purpose of direct credits, direct debits and cheque clearing;

'business day' means a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

'direct debit request' is an authorisation that you complete to arrange for payments to be made automatically from or to your account or to a specified payee(s) on dates advised by you;

'ePayments Code' means the ePayments code as amended from time to time;

'EFTPOS' means Electronic Funds Transfer at the Point of Sale;

'EFT conditions' means the terms and conditions that apply to EFT transactions as set out in section 2.15.1;

'EFT transaction' means a transfer of funds initiated by an instruction via electronic equipment using an access ID or PIN to debit or credit an account. An EFT transaction includes, without limitation, a transaction undertaken using Rural Bank Internet Banking or Phone Banking services;

'external account - staff assisted transfer' means an electronic funds transfer to an account held with another financial institution within Australia that is completed by a staff member in accordance with your instructions;

'internal account - staff assisted transfer' means an electronic funds transfer to another Bendigo Agribusiness account or Rural Bank account, held by you or someone else, that is completed by a staff member in accordance with your instructions;

'Internet Banking service' means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by using a personal computer or similar electronic device and accessing Bendigo Bank's website at www.bendigobank.com.au, select Business, then follow the agribusiness e-banking prompts. **'Internet Banking'** or by accessing Rural Bank's website at www.ruralbank.com.au and login to 'Internet Banking' has the same meaning;

'ISP' means Internet Service Provider;

'fixed rate FMD' means our fixed rate Farm Management Deposit;

'FMD' means Farm Management Deposit;

'FMD account' means a fixed rate FMD or variable rate FMD;

'FMD provider' means farm management deposit provider as defined in subsection 393-20(3) of the Income Tax Assessment Act 1997;

'maturity date' means the date on which the term of a fixed rate FMD expires;

'nominated account(s)' means any account(s) nominated by you and agreed to by us for use with Rural Bank Internet Banking and Phone Banking services;

'password' means the word or sequence of numbers and/or letters nominated by you for identification purposes;

'payment product' means each of the following facilities or services offered by us:

- cheques (incorporating chequebooks and bank cheques);
- automatic payments (direct debits and periodical payments);
- Debit card;
- Internet Banking;
- Phone Banking;
- BPAY®;
- Pay Anyone;
- Bulk Payments; and
- staff assisted transfers;

'PIN' means Personal Identification Number that is issued by us, or selected by you, an authorised user, to access Internet Banking or Phone Banking, or to use in conjunction with a security token to use Pay Anyone;

'Phone Banking service' means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by phoning 1300 651 839. 'Phone Banking' has the same meaning;

'primary producer' means:

(a) An individual who carries on a primary production business in Australia other than as a trustee of a trust estate;

(b) A partner (not being a company) in a partnership that carries on a primary production business in Australia; or

(c) A beneficiary (not being a company) who is presently entitled to a share of income of a trust estate where the trustee carries on a primary production business in Australia;

primary production business' means where you carry on a business of:

(a) cultivating or propagating plants, fungi or their products or parties (including seeds, spores, bulbs and similar things), in any physical environment;

(b) maintaining animals for the purpose of selling them or their bodily produce (including natural increase);

(c) manufacturing dairy produce from raw material that you produced;

(d) conducting operations relating directly to taking or catching fish, turtles, dugong, bêche-de-mer, crustaceans or aquatic molluscs;

(e) conducting operations relating directly to taking or culturing pearls or pearl shell;

(f) planting or tending trees in a plantation or forest that are intended to be felled;

(g) felling trees in a plantation or forest;

(h) transporting trees, or parts of trees, that you felled in a plantation or forest to the place:

(i) where they are first to be milled or processed; or

(ii) from which they are to be transported to the place where they are first to be milled or processed;

'Rural Bank equipment' means electronic equipment controlled, provided by, or provided on behalf of Rural Bank to facilitate EFT transactions;

'Rural Bank system' means an electronic system, communications system or software that is controlled, provided by, or provided on behalf of Rural Bank to facilitate EFT transactions;

'second-level authentication' means an additional level of authentication that can be used in conjunction with your access ID and PIN. There are three commonly used forms of authentication. 'What you know' - This is commonly your access ID and PIN for Internet Banking (first-level). The second form of authentication is 'What you have' - Security tokens have been introduced to secure this area. A security token generates a random code after activation. Each time you authenticate (logon) you have to provide a new code from your security token. This ensures that ''What you have'' provides that extra security. A potential third level of authentication is 'what you are' (biometrics) - fingerprints, retina scans, etc;

'secure email' means a method of communication between you and us whereby an email is sent to or from your Internet Banking session. Secure emails can only be sent or received once logged into Rural Bank's Internet Banking;

'security token' means a device which generates a onetime code for use as a second-level of authentication in Internet Banking. There are two models currently available – the Vasco One-Touch Security Token and the Vasco Professional Security Token. These authentication devices can be attached to your logon or to payment facilities;

'variable rate FMD' means our variable rate Farm Management Deposit Account

'we' means Rural Bank **('RB')** Limited ABN 74 083 938 416 AFSL Number 238042 and its successors and assigns and **'our'** and **'us'** have a corresponding meaning; and

'website' means our website www.ruralbank.com.au

'you' means the person or persons in whose name the account is to be opened, as evidenced by the account application form, and **'your'** has a corresponding meaning;

A reference to:

(a) the singular includes the plural and vice versa;

(b) a document includes any replacement or variation of it;

(c) a thing includes the whole and each part of it; and

(d) a law means common law, equity or statutory laws (which, in the case of statutory laws, include any instruments made under them and amendments to and replacements of them).

Section 1 – Important Farm Management Deposit (FMD) Information

1.IMPORTANT FARM MANAGEMENT DEPOSIT (FMD) INFORMATION

TIP! **The taxation implications of investing in a FMD Account depend on your individual circumstances. You should consult your taxation advisor before deciding to invest in a FMD Account.**

TIP! **When transferring all, or part of, a FMD from another FMD provider, to preserve the taxation benefit the principal invested must be transferred via EFT.**

To enable this process, you will first need to open an FMD Account with us with a $0 balance.

1.1 What is a Farm Management Deposit?

The FMD scheme was established by the Income Tax Assessment Act (1997). It is designed to allow primary producers to set aside pre-tax income in profitable years to establish cash reserves and help meet costs in less profitable years. It enables the management of exposure to seasonal fluctuations and adverse economic events.

The FMD scheme allows primary producers to deduct the amount of any deposit to a FMD Account from their assessable income for the income year in which the deposit is made. Withdrawals made from a FMD Account are then subject to tax in the year in which they are made.

To be eligible for the FMD scheme and to maintain FMD status, primary producers and deposits must meet the criteria specified in the Income Tax Assessment Act 1998 and those outlined in these terms and conditions. For further details on eligibility criteria refer to the Farm Management Deposits Law or visit the Department of Agriculture, Fisheries and Forestry website at www.daff.gov.au

1.2 Special FMD Terms and Conditions

Federal Law states that the following special terms and conditions must apply to your FMD Account for it to qualify as a FMD for the purposes of the FMD scheme. Consequently, these special terms and conditions apply to your Rural Bank FMD Account. A breach of these special terms and conditions will result in the deposit, or some of the deposit, of your Rural Bank FMD Account not qualifying as a FMD. You must read this section very carefully. To the extent that you control these, it is your responsibility to ensure the following special terms and conditions are complied with:

(a) You must be a primary producer when the deposit is made.

(b) Your Rural Bank FMD Account can only be opened in your name and cannot be held jointly, or otherwise, with any other person.

(c) The deposit must not be made:

(i) by a trustee of a trust estate on behalf of a beneficiary, unless the beneficiary is presently entitled to a share of the income of the trust estate and is under a legal disability; or

(ii) otherwise by a entity in his or her capacity as a trustee.

(d) Your rights as depositor in respect to your Rural Bank FMD Account are not transferable to another entity.

(e) A deposit made to your Rural Bank FMD Account must be $1,000 or more.

(f) You can own more than one FMD Account, and can own FMD Accounts with different FMD providers but the sum of the balances of all your FMD Accounts must not be more than $400,000.

(g) A charge or other encumbrance must not be created over your Rural Bank FMD Account as security for any amount payable by you or any other entity to us or to any other entity.

(h) Interest or other earnings on your Rural Bank FMD Account must not reduce your liability to pay interest to us on loans or other debts you have.

(i) Interest or other earnings on your Rural Bank FMD Account must not be invested in an FMD Account with us without having first been paid to you.

In addition to the above, the following special conditions must be satisfied by us in relation to your Rural Bank FMD Account, and we will comply with them:

(j) We must repay your Rural Bank FMD Account(s) if:

(i) you die;

(ii) become bankrupt; or

(iii) you cease to be a primary producer for at least 120 days.

(k) Except where the entire amount of your Rural Bank FMD Account is repaid by us, the amount of any repayment must be $1,000 or more.

(l) At your written request, and upon receipt of any information or other assistance necessary for the purpose, we must electronically transfer all, or part of, the balance of your Rural Bank FMD Account to another FMD provider that agrees to accept it as a FMD.

NOTE **Reduced interest may apply if a fixed rate FMD is transferred prior to its maturity date (refer to section 6.2 for details).**

(m) We must not deduct from your Rural Bank FMD Account (whether at the time the deposit is made, while it is with us, or at the time of its repayment) any administration fee or other amount required by us to be paid in respect to the FMD Account or otherwise.

1.3 Eligibility for tax benefit

You are entitled to deduct the total dollar amount of deposits made to your Rural Bank FMD Account in an income year from your assessable income for the year of the income if:

(a) you are the owner of the FMD made in the year of income;

(b) your taxable non-primary production income for the year of income is not more that $100,000; and

(c) you did not during the year of income:

(i) become bankrupt; or

(ii) cease to be a primary producer for 120 days or more (whether or not falling entirely within the year of income).

The taxation deduction that you claim must not exceed your taxable primary production income for the year of income.

Taxation benefits are not retained for deposits or part of deposits withdrawn in the first twelve months of the deposit being made, unless the withdrawal is made:

(a) because the owner:

(i) dies;

(ii) becomes bankrupt; or

(iii) has requested all, or part of, the deposit be transferred to another FMD provider.

(b) in circumstances specified in regulation 7 of the Income Tax (Farm Management Deposits) Regulations 1998, relating to repayment in the event of a natural disaster, exist.

Taxation benefits are retained for any part of a deposit remaining after a withdrawal in the first twelve months of the deposit being made if:

(a) it remains in the FMD Account for at least twelve months; and

(b) the residual amount does not fall below $1,000.

For these purposes, deposits made with us as a result of one or more transfers from another FMD provider may be taken to be made when the deposit was made with the first FMD provider, provided certain criteria are met. For more information, contact our Customer Service Centre on 1300 660 115, or email service@ruralbank.com.au

Withdrawals made twelve months after the date of deposit for which a deduction was claimed are considered to be assessable income. The withdrawal forms part of the instalment income for the instalment period under the Pay As You Go system.

Interest earned on an FMD Account is assessable in the year that it is earned.

1.4 Repayment of deposit within first twelve months

If you withdraw all, or part of, the balance of your Rural Bank FMD Account within twelve months of the date it was deposited, the amount repaid will not, and will never have been, taken to be part of a FMD for the purposes of the FMD scheme unless:

(a) the repayment is required as a result of your death or bankruptcy;

(b) the repayment is the result of a written request by you to transfer all, or part of, your Rural Bank FMD Account to another FMD provider; or

(c) the repayment is required due to circumstances specified in regulation 7 of the Income Tax (Farm Management Deposits) Regulations 1998, relating to repayment in the event of a natural disaster, exist.

Any subsequent deposit made by you, or on your behalf, in the financial year in which the repayment is made, is taken never to have been an FMD for the purposes of the FMD scheme. Any balance remaining from prior to your repayment continues to be covered by the FMD scheme only if it is at least $1,000 and it remains in the Rural Bank FMD Account for at least twelve months.

Where a deduction has been claimed in a prior year of income for the part of an FMD that was repaid within twelve months of the deposit, you are not able to retain the tax benefit of the deduction and you need to request an amendment of your assessment for that prior income year. Where more than one repayment has been made within twelve months at different times, it may be necessary to request additional amended assessments.

Example (assuming none of the exceptions set out previously apply)

On 1 November 2009, a primary producer made a $10,000 deposit into an FMD Account. For the income year ending 30 June 2010, the farmer claimed a deduction of $10,000. On 1 September 2010, the farmer has to withdraw $7,000 from the FMD Account.

The $3,000 remaining in the FMD Account still qualifies for a deduction, providing it remains in the account until 1 November 2010.

The $7,000 withdrawn is not, and is taken never to have been part of an FMD Account. Consequently, the deduction for the year ended 30 June 2010 has to be reduced to $7,000.

Note: This example is for illustration purposes only. The actual outcome, should you make a withdrawal for an FMD within twelve months of making a deposit, depends on your particular circumstances at the time. You should seek financial advice prior to making the decision to transact on your FMD.

1.5 Repayment upon death

If you die, the balance of your Rural Bank FMD Account becomes payable at that time, and is assessable income in that financial year to the extent that it has previously been claimed as a deduction.

Section 2 – General information

2. GENERAL INFORMATION

2.1 Contacting us

If you require further information or have questions at any time, please contact us. Our contact details are:

Name	Rural Bank Limited
ABN	74 083 938 416
AFSL	238042
Address	Level 6 80 Grenfell Street ADELAIDE SA 5000
Mailing address	PO Box 3660 Rundle Mall SA 5000
BSB	633 - 111
Customer Service Centre	1300 660 115 8.00am-6.30pm Central Standard Time (CST), Monday to Friday (excluding national public holidays)
Email	service@ruralbank.com.au
Website	www.ruralbank.com.au

2.2 About us

Rural Bank Limited is a wholly owned subsidiary of Bendigo and Adelaide Bank Limited (AFSL 237879). Any deposits are deposits with us. Our products are not issued, guaranteed or underwritten by Bendigo and Adelaide Bank Limited, or any of their group companies.

2.3 Your privacy and confidentiality

Our Privacy Policy explains our commitment to the protection of your personal information. You can obtain a copy of this policy by contacting our Customer Service Centre on 1300 660 115 or by visiting our website.

2.4 About the terms and conditions

The terms and conditions for Rural Bank Farm Management Deposit and the methods of accessing those accounts are contained in this document. We encourage you to read the Terms and ensure you understand them.

2.5 Interest rate risk

An interest rate risk applies to all Rural Bank Farm Management Deposit (FMD) accounts. It is important that you consider this risk before making a decision to apply for any of these accounts as it may affect your decision.

2.5.1 Variable interest rates

Variable interest rates apply to Rural Bank variable rate FMD accounts. We can vary these interest rates at any time. This means that the rate of interest paid on an account may fall (or increase). We base our decision to vary interest rates on a number of factors, some of which are beyond our control (e.g. changes by the Reserve Bank of Australia to the official cash rate, or changes to market rates generally. Those rates themselves may be affected by external factors).

2.5.2 Fixed interest rates

Fixed interest rates apply to Rural Bank fixed rate FMD accounts. This means that the interest rate for the term is fixed at the start of the term. Should market interest rates change during the term of your Rural Bank fixed rate FMD, the interest rate on your Rural Bank fixed rate FMD will not change (i.e. increase or decrease).

2.6 General risk specific to FMD accounts

2.6.1 Change in taxation law risk

There is a risk that should the relevant taxation laws change, you may not remain eligible for the current, potential taxation benefits applicable to our FMD Accounts.

2.6.2 Taxation risk

There is a risk that should you require access to funds in your FMD Account within twelve months of your deposit, you may need to request amendments to prior income tax assessments (refer to section 1.4 for details).

2.7 Fees and charges

No monthly account service fees or transaction fees currently apply to FMD accounts. Other fees and charges may apply as detailed in Section 10 and we reserve the right to recover fees and charges from you. Fees will not be debited from a FMD account.

2.8 Interest rates that may apply

2.8.1 Rural Bank fixed rate FMD

Fixed interest rates apply to Rural Bank fixed rate Farm Management Deposit Accounts. The rate of interest that applies to your initial deposit will be confirmed to you once your deposit is accepted and the account is opened.

Interest is calculated by applying the daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is calculated by dividing the relevant interest rate by 365, or in a leap year, 366.

2.8.2 Rural Bank variable rate FMD

The name of the interest rate applicable to the Rural Bank variable rate Farm Management Deposit Account is set out in section 8 of this document. Applicable interest rates are variable and may change from time to time. The rate of interest that applies to your initial deposit will be confirmed to you once your deposit is accepted and the account is opened. Your six monthly account statement will display the current interest rate applicable to your deposit. Your account statement will also display any applicable interest rate(s) on your deposit and the effective date(s) if the rate has changed since your previous statement.

Interest is calculated by applying the daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is calculated by dividing the relevant interest rate by 365, or in a leap year, 366.

2.9 Account statements

Account statements provide a record of all transactions made on the account for the statement period. You should check your account statement and immediately report any discrepancy by either calling our Customer Service Centre on 1300 660 115, by writing to us or via secure email.

You can request a statement of account or query a transaction on your statement of account by contacting our Customer Service Centre on 1300 660 115.

If you have a	Statements are issued
Rural Bank variable rate FMD	Six monthly
Rural Bank fixed rate FMD	Six monthly and/or at maturity

Tip

Depending on the Account you have, as an alternative to receiving paper statements in the post, you may elect to opt out of paper statements and only obtain electronic statements on one or more of your accounts using our Internet Banking service.

You must be registered for Internet Banking in order to access electronic statements.

2.10 Communicating with you

This section deals with notices, certificates and other communications sent by us to you that apply to our accounts and payment products.

We may give you a notice, certificate or other communication personally or leave at any address specified by you or your residential or business address last known to us,

- by post;
- by facsimile;
- by email, including "secure email"; or

by publication in a national or local newspaper, on our website, or by any other means permitted by law. Notices or other documents are deemed to be received by you:

- where given personally, on the date of service;
- where posted, on the date it would have been delivered in the ordinary course of post;
- where sent by facsimile, email or other electronic means, on the date on which the machine from which it was sent produces a report indicating that the notice or other document has been sent; and
- in the case of notices published in a newspaper or on our website, on the date of the first publication.

2.11 Communicating with us

This sections deals with notices, certificates and other communications sent by you to us that apply to your Rural Bank FMD.

If a communication is given by you, it must be signed by you. Notices for us should be sent to our mailing address outlined in section 2.

Unless otherwise agreed, we will not maintain or transact on your account before receiving a signed, written instruction from yourself (or your authorised signatory) or a secure email.

2.12 Changes to the Terms and Conditions and ongoing disclosure

We may vary the terms and conditions applicable to your account as set out in the Terms, but where the product was issued to you as a basic deposit product, we cannot vary the terms and conditions in a way that would not permit the account to remain as a basic deposit product. Basic deposit products are relatively simple deposit products for which separate rules may apply under the Corporations Act (2001). In addition:

- we will not vary the terms of a Rural Bank FMD so that it no longer qualifies as a FMD without giving you at least twelve months notice; and
- where we have agreed to a fixed rate of interest, we cannot vary that rate unless we agree to you withdrawing funds prior to the end of the agreed term (refer to section 6.2 for details).

We will notify you of variations to the terms and conditions, interest rates and fees and charges that affect your Rural Bank FMD Account as follows:

Type of variation	Minimum notice	Method of notice
Adding, deleting or varying terms and conditions that affect your account other than as specified elsewhere in this table.	Before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or increasing fees and charges (other than a government charge) that affect your account.	30 days before the fee(s) and/or charge(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or varying government charges (if not publicised by the government in which case we will notify you separately) that affect your account.	Before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Varying the method by which interest is calculated or the frequency which it is credited that affects your account.	30 days before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Varying an interest rate that affects your account.	Before or on the date the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or increasing fees and charges (other than a government charge) or a fee or charge relating solely to the use of an access method, or the issue of an additional or replacement access method that affects your account.	30 days before the fee(s) and/ or charge(s) take effect.	In writing, press advertisement or publication on our website.
Increasing your liability for losses relating to EFT transactions that affects your account.	20 days before the charge(s) take effect.	In writing

Type of variation	Minimum notice	Method of notice
Introducing, removing or adjusting a daily transaction limit or other periodic transaction limit that apples to the use of access method (for example, your card), an account from which we permit you to initiate EFT transactions, or electronic equipment that affects your account.	20 days before the charge(s) take effect.	In writing
Changing EFT conditions, BPAY® conditions or Pay Anyone conditions (that is not captured above) that affect your account.	In time to comply with any applicable law, otherwise in advance of the date the changes(s) take effect. However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual accounts.	In the manner required by any applicable law, or if there are no such requirements, in a manner which is likely to come to the attention of as many account holders as possible, which may include ▪ by notice on or with your statement of account; ▪ by notice on ATMs or in branches; or ▪ by an advertisement in a major daily newspaper.

After you open a Rural Bank FMD, we will notify you of any material changes to matters specified in, or of significant events affecting matters specified in, the Terms whilst you hold the Rural Bank FMD. Some specific matters are covered in the previous table. We will notify you of other such information prior to, or as soon as possible after, the change or event occurs (except where the material change or significant event is not adverse to your interests and accordingly you would not be expected to be concerned about any delay in receiving the information, in which case the notification will be given no later than twelve months after the change or event occurs).

You agree that we may notify you of variations to terms and conditions, or of such other information as contemplated above in writing, by press advertisement or publication on our website, or by any other means permitted by law. Where a notification is posted on our website we will place a clear statement on our homepage that such a notice exists, with a link to the full notice.

Information in the Terms that is not materially adverse may have changed. In addition, and subject to our obligation to notify you of certain matters set out above, information contained in the Terms that is not materially adverse may change in the future. We may update such information by publication on our website. You can obtain updated information by contacting our Customer Service Centre on 1300 660 115 or by visiting our website at www.ruralbank.com.au. A paper copy of any updated information will be provided free of charge upon request.

2.13 Other Important Terms

For the purpose of determining the closing daily balance, transactions occurring before the end of the calendar day Eastern Standard Time will be included in your closing balance that day for the purpose of interest calculations.

Any certificate we give you shall be evidence of the matters referred to therein unless subsequently proven to be incorrect.

We may exercise any power, right or remedy referred to in the Terms in any way that we deem fit, including by imposing any conditions that we require. Our failure to exercise a power, right or remedy does not prevent us from exercising it in the future.

Our powers, rights or remedies cannot be waived unless we have agreed in writing to waive those powers, rights or remedies.

Our rights and remedies as set out in the Terms are in addition to those that we otherwise have at law. Our rights and remedies may be exercised by us or by persons we authorise. We are not liable for any loss you or anyone else incurs as a result of the actual or contemplated exercise or failure to exercise a right or remedy we have.

We may assign our rights in relation to your account and account terms and conditions as set out in the Terms provided that the account remains an FMD. This means that we can transfer them to another person. To assist us to do this you agree that we may disclose any information we require to any person. You may not assign your rights unless we have agreed to the assignment in writing (refer also to section 1.2 for other special terms and conditions applying to an FMD).

The terms and conditions in the Terms are governed by the law of South Australia. You and we submit to the non-exclusive jurisdiction of the courts of South Australia.

If any law would make any terms or conditions applicable to your account void, voidable, illegal, invalid or unenforceable, or if any term or condition imposes an obligation or requirement prohibited by law, then such term or condition shall be read as if it is varied to the extent necessary to comply with that law or, if necessary, is omitted. Where allowed by law, and subject to the previous sentence, the terms and conditions prevail to the extent that they are inconsistent with any law.

We can combine the balances of two or more of your accounts, even if one or both of the accounts are held by you jointly with others. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay us the debit balance in another account. We will promptly notify you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

Account balances are denominated in Australian dollars.

2.14 Anti-Money Laundering

You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

(a) making a payment may breach any law in Australia or any other country;

(b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You agree to provide all information to us which we believe we reasonably require to manage money–laundering or terrorism financing risk or to comply with any laws in Australia or another country. You agree that we may disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to Rural Bank that the payment of monies by Rural Bank in accordance with the customer's instructions will not breach any laws in Australia or any other country.

2.15 If you have a complaint

We value your feedback, as it provides us with an opportunity to improve our products and services. If our products and services do not meet your expectations we want to hear from you. We will ensure we respond to your concern as soon as possible.

You can notify us of a complaint by writing to us or phoning us:

Mail Rural Bank Customer Relations Officer
Reply Paid 84135
Rundle Mall SA 5000

Phone 1300 660 115

Email service@ruralbank.com.au

We aim to respond to complaints immediately. Upon the receipt of your complaint, we will take the following steps:

Step 1– We will contact you, in writing, within three business days to acknowledge your complaint.

Step 2 – We will aim to resolve your complaint within 45 business days of the complaint being received.

Step 3 – We will keep you informed of our progress in resolving the complaint.

If you feel your complaint has not been properly handled or resolved, you may be able to refer it to the Financial Ombudsman Service. The Ombudsman will generally be able to consider your complaint if:

- it is about a financial service provided by us or an affiliate;
- you are an individual or a small business; and
- the value of the applicants claim is less than $500,000.

If you are unsure whether the Ombudsman can deal with a complaint, you can call the Ombudsman's office on 1300 780 808, or refer to the Operational Guidelines available at www.fos.org.au

The Ombudsman's office can be contacted via:

Mail Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

Phone 1300 780 808

Facsimile (03) 9613 6399

Website www.fos.org.au

2.15.1 EFT transactions

If your complaint is in relation to an EFT transaction:

(a) We will contact you, in writing, within three business days of receiving your complaint to acknowledge your complaint.

(b) If your complaint is not immediately settled to the satisfaction of both you and us, we will advise you in writing of the procedures for investigating and handling the complaint.

(c) Within 21 days of receiving your complaint, we will advise you, in writing, of either:

- the outcome of our investigation; or
- the need for more time to complete our investigation.

(d) If we are unable to resolve the complaint within 45 days of receiving your complaint, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint, and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response).

(e) When we have completed our investigation of your complaint, we will promptly advise you of the outcome of that investigation, the reasons for that outcome, and except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take. Our advice will be provided in writing, unless we are able to resolve the matter immediately to the satisfaction of both you and us.

(f) If on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction.

(g) If we conclude as a result of our investigation that your account has been incorrectly debited or credited, we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result.

(h) Alternatively, if we decide to resolve your complaint in your favour, we may adjust your account accordingly within seven business days of receiving the complaint and provide the information required by section 2.15.1 (e) and (g) above and close the investigation. When we choose this course of action, we are not required to comply with sections 2.15.1(a), (b), (c) and (f).

For more information about resolving complaints, contact our Customer Service Centre on 1300 660 115 or access our website at www.ruralbank.com.au

Section 3 – Opening an FMD Account

3 OPENING AN FMD ACCOUNT

3.1 Eligibility

Please refer to section 1.2 for specific eligibility requirements.

3.2 Your completed application form

To open an account you are required to complete a FMD Application Form indicating the required account. An opening deposit is required and you can make an opening deposit via transfer from another financial institution, bank account or by posting a cheque.

You should not apply for an account until you have had the opportunity to read and understand the Terms. If we accept your application an account will be opened in accordance with your instructions (as appearing on the completed application).

We will issue you with an account acceptance letter following the opening of your account.

We are not obligated to accept your account application, and may refuse your account application at our discretion.

3.3 Identification

Federal Government legislation requires Rural Bank to verify the identity of all account holders, signatories and agents. All account holders, signatories and agents must satisfactorily meet Rural Bank's Customer Identification Process. Rural Bank's Customer Identification Process is detailed in the account application process. Rural Bank reserves the right to request documents in addition to those detailed in the account application process.

3.4 Joint account

FMD Accounts cannot be opened in joint names.

3.5 Authorising someone to act on your account

You may nominate someone else to be an authorised signatory on an account. Please note authorised signatories must be at least twelve years of age.

TIP! **An authorised signatory is someone you appoint to access or operate your account, however they are not a legal owner (i.e. they are not a joint account holder).**

Please remember you are liable for all transactions initiated by an account signatory.

An authorised signatory is able to use the account in the same way you can, including making withdrawals, transfers and performing other actions that may incur fees, and you agree to be bound by such actions. It is your responsibility to make an authorised signatory aware of the terms and conditions applicable to the account.

As the account holder, you should remember that you are giving someone authority to act on your account and you are liable for all transactions conducted by authorised signatories (including transactions initiated by Internet Banking and Phone Banking) and for any fees or charges arising from an authorised signatory's conduct in relation to your account. You authorise us to provide your account, personal and financial information to authorised signatories. If you wish to alter your authorised signatories, you must notify us in writing.

3.6 Taxation implications and providing a Tax File Number

The taxation implications of investing in a Rural Bank Farm Management Deposit account depend on your individual circumstances. You should consult your taxation advisor before deciding to invest in a FMD Account.

3.6.1 Providing us with a Tax file number (TFN)

When opening an account, you have the option of providing us with your TFN. You are not obliged to provide us with these details. However, unless an exemption applies, if you do not quote a TFN, we must deduct withholding tax from the interest paid to you, calculated at the highest marginal tax rate, plus the Medicare Levy. The amount deducted is forwarded to the Australian Taxation Office (ATO).

We ensure that your TFN details are kept confidential in accordance with the Privacy Act 1988 (Cth).

You may provide your TFN either when you open an account, or at a later time. If you provide your TFN at a later time or it has not been provided at all and withholding tax has already been deducted, you can claim this on your next tax return. We can only refund a deduction that was made in error in the current tax year.

You may have an exemption from quoting a TFN. Please advise us of this exemption when opening an account (e.g. pensioners). You will be charged withholding tax unless you are exempt.

TIP! **If you do not have a TFN, you may be able to obtain one from the Australian Taxation Office.**

Section 4 – Accessing and operating a FMD account

4. ACCESSING AND OPERATING A FMD ACCOUNT

4.1 Accessing an account

Rural Bank Farm Management Deposits can be accessed via the methods stipulated in Section 9, Accessing your FMD Accounts

4.1.1 Over the counter services

Over the counter services (including deposits to your FMD account, account opening and account information) are provided to you on our behalf by Bendigo and Adelaide Bank Limited and Community Banks®, and other agents (limited to account opening). You acknowledge that:

- Over the counter cash withdrawals are not available (including Bank@Post™);
- Bank cheque withdrawal requests are subject to cut-off times and are not available on demand over the counter. To arrange a bank cheque, your request must be made in writing. You can submit a request at your nearest branch or by sending the request to us as outlined in section 2.1. If we agree to your request, we will post the bank cheque to you. Requests for bank cheques must be received by 2pm (CST) on a business day in order for the bank cheque to be in the post that same day. Any requests made after 2pm (CST) will be posted on the next business day.
- Bendigo and Adelaide Bank Limited and Community Banks® and other agents we appoint may receive, collect and disclose to each other personal information you provide us that relates to your FMD account and your use of your account. Both they and we may use that information for purposes relating to administration of your FMD account and also for direct marketing to you, business planning, product development and customer data analysis.

4.1.2 Depositing cheques into your FMD

The proceeds of cheques and other instruments deposited are not available until cleared and paid, which usually takes a minimum of three business days.

A cheque must be deposited within 15 months from the date the cheque was drawn or it will become stale and is no longer valid.

We may, at our discretion, debit the amount of any cheque deposited into your FMD account that is later dishonoured.

4.1.3 Withdrawals from your Variable Rate FMD

You should consult your taxation advisor before deciding to withdraw from your variable rate FMD.

All requests to withdrawal part or all of a variable rate FMD must be provided by signed written instructions from yourself (or your authorised signatory) or via Internet Banking.

4.2 Internet and Phone Banking

You can apply for access to Rural Bank Internet Banking and Phone Banking services by phoning 1300 651 639. Approval of an application is at our discretion.

Full Internet Banking and Phone Banking access is not available for all FMD accounts. The table below indicates which FMD account types have full Internet Banking and Phone Banking access, and which account types have view only access.

FMD Account	Internet Banking	Phone Banking
Rural Bank fixed rate FMD	View only	View only
Rural Bank variable rate FMD	✓	✓

✓= Available ×= Not available

View only access has limited functionality. You will not be able to transfer funds between accounts or use the BPAY®or Pay Anyone services.

The following table displays information about what you, or an authorised user, may be able to when using Internet Banking and Phone Banking in relation to your FMD account:

FEATURES OF INTERNET AND/OR PHONE BANKING

	Internet Banking		Phone Banking	
	Fixed Rate FMD	Variable Rate FMD	Fixed Rate FMD	Variable Rate FMD
Review the balance of your account to determine the current or available balance	✓	✓	✓	✓
Transfer funds between your Rural Bank accounts	×	✓[1]	×	✓[1]
Transfer funds to an account held with another financial institution or another third party with a Rural Bank account via Pay Anyone	×	✓[1]	×	✓[1]
Schedule once off or regular transfers in advance weekly, fortnightly or monthly and up to 12 months in advance	×	✓[1]	×	✓[1]
Pay your bills via BPAY®	×	✓[1]	×	✓[1]
Review your account transaction history, including the date, type (e.g. BPAY® or cheque withdrawal), and the amount of the transaction.	×	✓[1]	×	✓[1]
Search for a particular transaction	×	✓[1]	×	✓[1]
Send or receive Secure Mail messages to and from Rural Bank	✓	✓	✓	✓
Change your Internet Banking or Phone Banking PIN	✓	✓	✓	✓
View, print or save electronic statements and opt in or out of receiving paper statements.	✓	✓	×	×

✓= Available ×= Not available

1 Minimum transaction amount is $1,000. A FMD deposit transferred from/to another FMD provider must be sent via EFT to retain its taxation benefit.

NOTE **Note: Internet Banking and Phone Banking is real time, however, some transactions from third parties may not be listed on the day you make the transaction. All transactions are subject to available funds in the nominated account at the time of transaction and any minimum/ maximum transfer restrictions.**

NOTE **From time to time Rural Bank may post information regarding Internet Banking on the Rural Bank website or the logon page for Internet Banking. This may include:**

- **Notices regarding Internet Banking outages;**
- **Security warnings and advice you should follow to protect yourself;**
- **Advice of new features and upgrades to Internet Banking; and**
- **Any changes to terms and conditions for Internet Banking.**

You must ensure that you read any notices posted on the Rural Bank website and/or Internet Banking logon page, and ensure that you follow those instructions accordingly.

4.2.1 Equipment

As the electronic equipment and software used for access to Internet Banking and Phone Banking is outside the Bank's direct control, it is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or touchtone telephone) and software that you or your authorised user may require to access these services in a manner that minimises the risk of inappropriate access or disclosure of your banking details. Such measures include but are not restricted to:

- computer firewalls;
- anti-virus and malicious code protection software; and
- computer operating and Internet browser software suitably configured and maintained with the latest vendor security patches and recommended security settings.

4.2.2 Authorised users

You may authorise a third party to use Internet Banking and/or Phone Banking to access (view balances and transactions), and/or transact on a nominated account(s). This third party must be a signatory on the account and/or registered as an authorised user.

You are liable for any failure on the part of the authorised user to observe these terms and conditions.

You may cancel the authority of an authorised user to access or operate a nominated account through Internet Banking and Phone Banking at any time via a written request.

If you give us notice to cancel your access or your authorised user's access, you remain bound by these terms and conditions and any instructions that have already been given for transactions made via Internet Banking or Phone Banking, notwithstanding that your access, or your authorised user's access, has been cancelled.

You may request (in writing) a maximum daily withdrawal limit to apply to your authorised user(s). You can also specify 'no Pay Anyone limit' or 'view only' access.

4.2.3 Access

Rural Bank Internet Banking should only be accessed via our website at www.ruralbank.com.au. Accessing Internet Banking from another source may cause you a loss.

To use Rural Bank Internet Banking or Phone Banking services:

(a) you and any authorised user must be registered to do so and must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident;

(b) the nominated accounts must be Rural Bank accounts;

(c) the person wishing to use the service must be registered with us as the account holder or as an authorised signatory for the nominated accounts, or otherwise have authority acceptable to us to access or conduct transactions on the nominated accounts;

(d) we must have received no notification or we must be unaware that a nominated account is under any dispute of any kind with any other party or entity; and

(e) we must have received no notification, or we must be unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

We will make reasonable efforts to ensure the availability of Internet Banking and Phone Banking during the hours we have specified from time to time and to ensure that information we make available to you via Internet Banking and Phone Banking is correct.

We may block access to Internet Banking and/or Phone Banking at any time without notice if we believe either service is being misused by you or your authorised user, or is used without your authority.

We recommend the purchase of a security token to ensure the most secure form of access to Internet Banking.

Where your access has been blocked due to fraudulent or suspicious activity, you must take steps to ensure your computer is updated to the latest available operating system and professional security software before seeking reinstatement and provide proof of the same.

4.2.4 Access expiration

If you do not use your Internet Banking access ID, PIN and (where applicable) security token authentication key to login to Internet Banking for 180 continuous days, your PIN may expire and will need to be reset.

If you do not use your Phone Banking access ID and PIN to access the Phone Banking service for 365 continuous days, your PIN will expire and may need to be reset.

You can reset your PIN(s) by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

4.2.5 Exiting Internet Banking

If you, or your authorised user, use Internet Banking, you, or your authorised user, must click on the log off button when you have finished using the service, or if you, or the authorised user, are going to leave the computer unattended for any period. This is particularly important in a work environment or another environment where the terminal you, or your authorised user, are using may then be used by someone else.

4.2.6 Electronic communication and confirmation of transactions

Subject to the requirements of any law and to our undertaking to provide written notices in certain circumstances (as outlined in section 2.12), you agree that we may use electronic means to communicate with you instead of written communication, for example, to provide you with statements, notices, transaction confirmations or receipts.

We will provide you or your authorised user with a transaction receipt number each time you, or your authorised user, make a transaction on your account using Internet Banking and Phone Banking. You, or your authorised user, should record the transaction receipt number, and it should be quoted if you, or your authorised user, have any queries in relation to that transaction.

Subject to the requirements of any law, where you or your authorised user carry out a transaction via Rural Bank Internet Banking and we make a transaction record or receipt (which you can save or print) available to you or your authorised user on the website immediately upon completion of the transaction, we will not provide you or your authorised user with a paper transaction record or receipt.

4.2.7 Our responsibility for Internet Banking and Phone Banking

Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you or an authorised user for, or in connection with:

(a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software that is not controlled, provided by, or provided on behalf of us (including, without limitation, the telephone, computer, software and telecommunications and ISP services you or an authorised user use to access Internet Banking and Phone Banking);

(b) any unavailability or failure of Internet Banking and Phone Banking (of which you or your authorised user should have been aware) to accept instructions from you;

(c) any failure of an access ID or PIN to permit you or your authorised user to access Internet Banking or Phone Banking;

(d) disclosure of information relating to your accounts through Internet Banking and Phone Banking where the information has been obtained by, or in conjunction with, any person using your PIN or access ID, or the PIN or access ID of your authorised user; or

(e) any unauthorised access to your information transmitted by us through Internet Banking or Phone Banking in relation to a nominated account.

You acknowledge and accept that Internet Banking and Phone Banking may only display transactions and balances current as at the previous business day.

4.2.8 Cancelling your Internet Banking and Phone Banking access

You can cancel your (or your authorised user(s)) Rural Bank Internet Banking and/or Phone Banking access by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

Any payments you have requested to be made after we receive notice of such cancellation may not be made.

Note: Previously scheduled payments may already have been processed overnight.

4.2.9 Security Tokens

A security token is a key-ring sized device that generates a random six digit number or "authentication key" which you use in conjunction with Internet Banking to reduce the chance of an unauthorised user accessing your account.

A security token is mandatory for access to the Pay Anyone – adding a new payee Internet Banking services:

Using your security token with this service provides the following protection:

When a security token is activated for...		This will prevent an unauthorised user...
Pay Anyone – every new payee	An authentication key from your security token will be required to add any new payee or amend an existing payee from your payee list. Please note you will not need to enter the authentication key to authorise a Pay Anyone payment.	...if they are able to login to your Internet Banking session from adding any newpayees (including themselves) to our approved payee list.

We also strongly recommend the use of a security token when you logon to Internet Banking and when you use the services available in Internet Banking, particularly if you are likely to access Internet Banking on a computer that may not have all the necessary security and/or protection (firewalls, anti-virus software etc) available.

Security tokens can also be activated for the following Internet Banking services:

- Logon
- Pay Anyone
  - Every payment
- BPAY®
  - Every payment
  - Every new payee
  - Every payment and every new payee

4.2.10 Activating a security token

When you are issued with a security token, unless otherwise advised, it will be linked for use against your access ID.

If you use Pay Anyone services, your security token will come pre-activated and you will need to use the security token each time you add a new Pay Anyone payee.

If you do not use Pay Anyone services or want to use your security token to add extra security options, you will need to activate the selected options in Internet Banking as follows:

Step 1 – Login to Internet Banking using your access ID and PIN. You do not need to enter an authentication key until you have activated the security token.

Step 2 – Once you have logged into Internet Banking go to the 'Security Options' menu. You can access this menu via the 'Customer Services' menu or via the link on the 'Account Balances' page.

Step 3 – Follow the instructions to activate your chosen security options. Once you have activated your security token you must always use the security token to use these services. A security token not linked to your access ID will not be able to generate an authentication key that can be used with your Internet Banking access ID.

Where convenient, more than one user can be linked to the same security token. You can change the extra security options you have activated by contacting Rural Bank – Internet Banking Support Services on 1300 651 839.

4.2.11 Security token usage

You authorise us to act on all instructions we receive from the use of your security token.

Depending on the Internet Banking services you use and the security options you have activated, your security token is your electronic authorisation of login to Internet Banking and transactions you conduct. Suitable care must be taken regarding use of and access to your security token.

Depending on the token used, you may use a PIN to operate your token. You must ensure that the PIN you select for your security token is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of all or any of the following:

- Internet Banking
- Pay Anyone
- BPAY®

4.2.12 Security token battery life

Security tokens have an expected battery life of five (5) years. Batteries in security tokens cannot be replaced and you will need to obtain a new security token (a replacement token fee may apply).

4.2.13 Security token refunds

Refunds are not available on security tokens if you decide you no longer require a security token (i.e. you have closed your accounts or no longer use Internet Banking).

If you receive a security token that is faulty or damaged we will replace it for you (a fee may apply depending on the circumstances).

4.2.14 Reassigning a security token

If you need to reassign a security token (i.e. if there has been a change of authorised signatory on an account) you must notify us and confirm in writing.

4.3 BPAY®

Refer to the table below to determine which FMD account types can be used to make BPAY® payments via Rural Bank Internet Banking and Phone Banking.

Account	BPAY®
Rural Bank fixed rate FMD	×
Rural Bank variable rate FMD	✓

✓= Available ×= Not available

You should consult your taxation advisor before deciding to withdraw from your variable rate FMD.

4.3.1 About the BPAY® scheme

The BPAY® scheme is an electronic payments scheme through which you or your authorised user can ask us to make payments to billers who inform you that you can make BPAY® payments to them via the BPAY® scheme.

Rural Bank is a member of the BPAY® scheme, however, Bendigo and Adelaide Bank Limited act on our behalf in all matters relating to the BPAY® scheme. This includes facilitating access to the BPAY® scheme for our customers when they use Rural Bank Internet Banking and Phone Banking services.

You or your authorised user can only make BPAY® payments through the BPAY® scheme from a nominated account if you or your authorised user has access to Internet Banking and/or Phone Banking. Neither Rural Bank nor Bendigo and Adelaide Bank Limited is acting as your agent, or the agent of the biller, when arranging and making a BPAY® payment on your behalf.

4.3.2 How to access BPAY®

BPAY® is available for use via both Internet Banking and Phone Banking. To access BPAY® via Internet Banking, select 'Payments' from the main menu (which runs across the top of the Internet Banking screen) and either select a biller you may have previously set up, or create a new biller file by selecting 'Add New BPAY®' from the dropdown box.

You can practice setting up a new biller and sending payments using the online demonstration on the Rural Bank website at www.ruralbank.com.au.

Alternatively, you can access BPAY® via Rural Bank Phone Banking.

4.3.3 Using the BPAY® scheme

When you or your authorised user tells us to make a BPAY® payment, you or your authorised user must provide us with the following information, together with such other information as we may require at the time:

- the account from which the BPAY® payment is to be debited;
- the BPAY® biller code of the biller to be paid;
- the amount of the BPAY® payment;
- the date on which the payment is to be made; and
- the biller customer reference number.

You acknowledge and accept that we are not obliged to effect a BPAY® payment if you or your authorised user do not give to us all of the above information or give us inaccurate information.

Upon receipt of the required information we will debit the account you or your authorised user specify with the amount of that BPAY® payment.

We may decide not to make the BPAY® payment if there are insufficient cleared funds in the specified account at the time you or your authorised user have told us to make that payment.

4.3.4 Payments

We may impose restrictions on the accounts from which a BPAY® payment may be made, or impose limits on the amount of BPAY® payments.

We will not accept an instruction to stop a BPAY® payment once you, or your authorised user, have instructed us to make that BPAY® payment except for future dated payments which can be cancelled before the payment due date.

You must notify us immediately if you or your authorised user:

- become aware that you or your authorised user may have made a mistake when instructing us to make a BPAY® payment (except in relation to the BPAY® payment amount – refer to section 4.3.5 for details);
- did not authorise a BPAY® payment from your account;
- believes the BPAY® payment was not processed in accordance with your or your authorised user's instructions (including delays); or
- think you or your authorised user has been fraudulently induced to make a BPAY® payment.

Billers who participate in the Bpay® scheme have agreed that a Bpay® payment you, or your authorised user, make will be treated as received by the biller to whom it is directed:

- on the date that you or your authorised user make that BPAY® payment, if you or your authorised user tell us to make the BPAY® payment before our payment cut-off time on a business day (for details about cut-off times, refer to section 4.3.8);
- on the next business day, if you or your authorised user instructs us to make a BPAY® payment after our payment cut-off time on a business day or on a non-business day; or
- for payment that is made on a future date, on the day or next business day you or your authorised user have nominated for a scheduled payment to take place.

A delay may occur in the processing of a BPAY® payment where:

- there is a public or bank holiday on the day you or your authorised user tell us to make a BPAY® payment;
- you or your authorised user tells us to make a BPAY® payment either on a day that is not a business day or after our payment cut-off time on a business day;
- another financial institution participating in the BPAY® scheme does not comply with its obligations under the BPAY® scheme; or
- a biller fails to comply with its obligations under the BPAY® scheme. Although a delay in processing a BPAY® payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

4.3.5 If the amount of a payment to a biller is incorrect

You must ensure that the information in relation to each BPAY® payment is correct. If you discover that you or your authorised user has instructed us to make a payment to a biller for an incorrect amount:

- if the amount you or your authorised user instructed us to pay is greater than the required amount, you should contact the biller for a refund; or
- if the amount is less than the required amount, you should make a further BPAY® payment for the difference.

4.3.6 When a biller cannot process a payment

If after debiting your account we are notified that your BPAY® payment cannot be processed by a biller, we will:

- notify you;
- credit your account for the amount of the BPAY® payment; and
- if you request, take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

4.3.7 Suspension of BPAY®

We may suspend your right to participate in the BPAY® scheme at any time if you or your authorised users are suspected of acting in a fraudulent manner.

4.3.8 Cut-off times

The following table outlines the cut-off times and payment dates for BPAY® payments:

If the BPAY® instruction is received	The payment will in most cases be treated as having been made
Monday to Friday before 5.00pm Victorian time	On the day you made the payment
Monday to Friday after 5.00pm Victorian time	On the next business day
On a Saturday, Sunday or public holiday	On the next business day

BPAY® payments may take longer to be credited to a biller if you or your authorised user instructs us to make a BPAY® payment on a Saturday, Sunday, public holiday or any other non-business day, or if the biller does not process a payment as soon as they receive its details. The cut-off times are also displayed during your Internet Banking session.

4.3.9 Liability for mistaken payments, unauthorised transactions and fraud

(a) You must tell us immediately if:

- you or your authorised user become aware of any delays or mistakes in processing a BPAY® payment;
- you or your authorised user did not authorise a BPAY® payment that has been made from your account; or
- you or your authorised users think that you or your authorised user has been fraudulently induced to make a BPAY® payment.

(b) We will attempt to rectify any such matters in relation to your BPAY® payment in the way described in this section. If a BPAY® payment is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised BPAY® payment will be determined in accordance with section 4.5.2. Otherwise, except as set out in this section (i.e. section 4.3.9), we are not liable for any loss or damage you suffer as a result of using the BPAY® scheme.

(c) If a BPAY® payment is made to a person, or for an amount which is not in accordance with your or an authorised user's instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account.

(d) If a BPAY® payment is made in accordance with a payment direction that appeared to us to be from you or on your behalf, but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:

- we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and
- the payment was made as a result of a payment direction that did not comply with any requirements we may have for such payment direction.

(e) If a BPAY® payment is induced by the fraud of a person involved in the BPAY® scheme, that person should refund you the amount of the fraud induced payment. However, if that person does not refund the amount of the fraud induced payment to you, you must bear that loss (and you authorise us to debit the amount of the payment to your account) unless some other person involved in the BPAY® scheme knew of the fraud, or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.

(f) If a BPAY® payment you have made falls within the type described in section 4.3.9 (iv) and also sections 4.3.9 (iii) and 4.3.9 (v), then we will apply the principles set out in section 4.3.9 (iv). If a BPAY® payment you have made falls within both the types described in sections 4.3.9 (iii) and 4.3.9 (v), we will apply the principles set out in section 4.3.9 (v).

(g) You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us that arises directly or indirectly because you or your authorised user:

- did not observe any of your obligations under these BPAY® conditions; or
- acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.

(h) If you tell us that a BPAY® payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY® payment, consenting to us obtaining from the biller, information about your account with that biller or the BPAY® payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® payment. We are not obliged to investigate or rectify any BPAY® payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® payment.

(i) We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law that cannot be excluded, restricted or modified at all or only to a limited extent.

4.4 Pay anyone

Refer to the table below for the FMD account types that can be used to make Pay Anyone payments via Rural Bank Internet Banking.

Account	Pay Anyone
Rural Bank fixed rate FMD	×
Rural Bank variable rate FMD	✓

✓= Available ×= Not available

You should consult your taxation advisor before deciding to withdraw from your variable rate FMD.

The Pay Anyone service is an online service that allows you or your authorised user to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You or your authorised user can only transfer funds using the Pay Anyone service if you or your authorised user has access to Rural Bank Internet Banking.

TIP! Pay Anyone allows you to transfer money directly to another eligible account at any participating financial institution within Australia providing you know the BSB number and account number.

TIP! In most cases you will find that Pay Anyone is generally cheaper than a corporate cheque or bank cheque, and is safer than carrying cash.

TIP! Pay Anyone is not available through the Phone Banking service. Once activated, you or your authorised user can arrange to set up regular (weekly, fortnightly, monthly) and once off and future-dated transfers to any account, at any financial institution within Australia that is identified by a valid BSB number and account number. Refer to the online Help function for more information.

4.4.1 Registering and deregistering for the Pay Anyone service

You can register for the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

Upon registration you are required to obtain a security token and set a daily Pay Anyone limit, noting that a maximum daily limit amount may be set by the Bank at any time.

You can disable (or deregister) your access or access of your authorised user(s) to the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839, or by calling 1800 035 383 outside Rural Bank Internet and Phone Banking Support Services business hours of operation. Your authorised user(s) may disable (or deregister) their access at any time without your consent.

4.4.2 Transaction limits

A default maximum daily transaction (transfer) limit of $5,000 applies per Internet Banking access ID to Pay Anyone transfers (excluding minors who do not have access to this service). We may at our discretion approve an increase to your daily limit. You can request an increase by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839. The maximum allowable daily limit for personal customers is $25,000.

NOTE If you need to transfer a once off amount greater than $25,000 please contact our Customer Service Centre for other transfer options.

If you do not already have a security token, you will be required to obtain a security token before we will approve your request for an increase in your daily limit.

You can reduce your Pay Anyone daily transaction limit using the 'Reduce Daily Limits' function in Internet Banking. Once you have decreased your daily limit, it can only be increased again by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

4.4.3 Using the Pay Anyone service

When you, or your authorised user, tell us to make a Pay Anyone transfer, you or your authorised user must provide us with the following information and any other information that we may require at the time:

- the account from which you or your authorised user want us to debit the Pay Anyone transfer;
- the correct account number of the person or business to whom you wish to transfer funds;
- the correct BSB number of the financial institution at which the account to whom you or your authorised user wish to transfer funds is held;
- a payment reference; and
- the amount of the Pay Anyone transfer.

You acknowledge and accept that we are not obliged to effect a Pay Anyone transfer if you or your authorised user do not give us all of the above information or give us inaccurate information.

You authorise us to debit the nominated account you or your authorised user specify with the amount of that Pay Anyone transfer.

Warning: Some financial institutions do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.

4.4.4 Payments

We may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers.

We may decide not to make any payment if there are insufficient funds available for withdrawal on the due payment date in the nominated account to be debited.

A delay may occur in the processing of a Pay Anyone transfer where:

- there is a public or bank holiday on the day you or your authorised user instruct us to make a Pay Anyone transfer; or
- you or your authorised user instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut off time on a business day (for payment cut-off times, refer to section 4.4.7).

4.4.5 If a transfer amount is incorrect

You must ensure that the information you or your authorised user gives us in relation to each Pay Anyone transfer is correct. If you or your authorised users discover that we have been instructed to make a transfer for an incorrect amount:

- if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess; or
- if the amount transferred is less than the required amount, you or your authorised user should make a further Pay Anyone transfer for the difference.

4.4.6 Suspension of the Pay Anyone service

We may suspend your or your authorised user's right to use the Pay Anyone service at any time if you or your authorised user is suspected of acting in a fraudulent manner.

4.4.7 Cut-off times

Cut-off times and payment dates are as per the following table:

If the Pay Anyone payment instruction is received:	The payment will usually be received:
Monday to Friday before 7.00pm Victorian time	On the next business day
Monday to Friday after 7.00pm Victorian time	In two business days time
On a Saturday, Sunday or public holiday	In two business days time

Pay Anyone transfers may take longer to be credited if you or your authorised user tells us to make a Pay Anyone transfer on a Saturday, Sunday, public holiday or any other non-business day, or if the financial institution does not process a payment as soon as they receive its details. The cut-off times are also displayed during your Internet Banking session on the payment screens.

4.4.8 Liability for mistaken payments, unauthorised transactions and fraud

You must notify us immediately:

- if you or your authorised user becomes aware that you may have made a mistake, or your authorised user becomes aware that they may have made a mistake when instructing us to make a Pay Anyone transfer (except in relation to the Pay Anyone transfer amount – refer to section 4.4.5 for details);
- if you or your authorised user did not authorise a Pay Anyone transfer from your account;
- if you or your authorised user believes a Pay Anyone transfer was not processed in accordance with your or your authorised user's instructions (including delays); or
- if you or your authorised user think you or your authorised user have been fraudulently induced to make a Pay Anyone transfer.

We will attempt to rectify any such matters in relation to your Pay Anyone transfer in the way described in this section. If a Pay Anyone transfer is an EFT transaction, and the Pay Anyone transfer is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with section 4.5. Otherwise, except as set out in this section (i.e. section 4.4.8), we are not liable for any loss or damage you suffer as a result of using the Pay Anyone service.

You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under the terms and conditions in section 4.4; or
- acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.

If a Pay Anyone transfer that was authorised by you or your authorised user is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that transfer, we will immediately credit that amount to your account.

We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

4.4.9 Mistaken Internet Payments

(a) If you have made a Mistaken Internet Payment, you should report it to us as soon as possible. We will investigate your reported Mistaken Internet Payment and inform you of the outcome in writing within 30 business days of your report.

(b) If we are satisfied that a Mistaken Internet Payment has occurred, we will contact the Receiving Financial Institution. We are not required to take any further action if we are not satisfied that a Mistaken Internet Payment has occurred. We are not required to credit your account for the amount of an incorrect 'pay anyone' payment pending investigation of your report.

(c) If the Receiving Financial Institution is also satisfied that a Mistaken Internet Payment has occurred the next actions will depend on whether the Unintended Recipient has sufficient funds available in their account.

(i) Where the Unintended Recipient has sufficient funds available in their account, the process depends on when you reported the Mistaken Internet Payment. If you made the report within 10 business days, the Receiving Financial Institution will withdraw the funds from the Unintended Recipients account. If you made the report between 10 business days and 7 months, the Receiving Financial Institution will give the Unintended Recipient 10 business days to establish that they are entitled to those funds. If the Unintended Recipient does not establish that they are entitled to the funds, the Receiving Financial Institution will withdraw the funds from the Unintended Recipients account. If you made the report after 7 months, the Receiving Financial Institution may try to get the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents, the Receiving Financial Institution will withdraw those funds from the Unintended Recipients account.

(ii) Where the Unintended Recipient does not have sufficient funds available in their account, the Receiving Financial Institution will use reasonable endeavours to retrieve the funds from the Unintended Recipient.

(d) Where the Receiving Financial Institution withdraws the funds from the Unintended Recipients account, the Receiving Financial Institution will return the funds to us. We will then return the funds to you. We are not required to backdate funds to your account received from an Unintended Recipient, nor are we required to adjust interest applied to your account.

(e) If the Receiving Financial Institution is not satisfied that a Mistaken Internet Payment has occurred the Receiving Financial Institution may try to get the consent of the Unintended Recipient to return the funds.

(f) You will be liable for losses arising from the Mistaken Internet Payment if the Receiving Financial Institution does not recover the funds from the Unintended Recipient.

(g) If you are the Unintended Recipient of funds and if we are required to withdraw those funds from your account under the ePayments Code (as the Receiving Financial Institution), you authorise us to withdraw those funds in accordance with the ePayments Code.

(h) You may complain about the report by writing to us or phoning us. If you are not satisfied with the outcome you may complain to the Financial Ombudsman Service Ltd. For more information about resolving complaints, refer to section 2.15.

(i) In this clause, the following words have these specific meanings:

'ADI' has the same meaning as **'Authorised Deposit-taking Institution'** in the Banking Act 1959 (Cth).

'Mistaken Internet Payment' means a payment by a user through a 'pay anyone' internet banking facility and processed by an ADI through direct entry where funds are paid into the account of an Unintended Recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

(i) the user's error; or

(ii) the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY.

'Receiving Financial Institution' means an ADI who subscribes to the ePayments Code where their customer is the Unintended Recipient.

'Unintended Recipient' means the recipient of funds as a result of a Mistaken Internet Payment.

4.4.10 Incorrect account number

(a) When we process your Pay Anyone transfer, we process the Pay Anyone transfer based on the BSB and account number you provide.

WARNING: Some financial institutions do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.

(b) If your Pay Anyone transfer is to another financial institution, your Pay Anyone transfer may also be processed on the BSB and account number provided as not all financial institutions cross check account numbers and names.

Example 1:

You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 012 Account Number 123465, the payment will be made into account number 123465 instead of Mr Citizen's account.

Example 2:

You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 021 Account Number 123456, the payment will be made into account number 123456 at BSB 001 021 instead of BSB 001 012.

(c) It is vital that you include the correct account number and BSB.

4.5 EFT transaction – Liability

We warrant that we will comply with the requirements of the ePayments Code. This section applies to EFT transactions.

4.5.1 Liability for authorised transactions – PIN generated transactions

(a) You are responsible for all transactions carried out using an access ID or PIN by you or by anyone else with your knowledge and consent;

(b) If Rural Bank equipment or a Rural Bank system malfunctions after having accepted your instructions, or fails to complete the transaction in accordance with your instructions resulting in loss to you of some, or all, of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction, you may make a claim for any such loss;

(c) If you are aware or should have been aware that the Rural Bank equipment or Rural Bank system was unavailable for use or was malfunctioning, then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result; and

(d) We may withdraw electronic access to your account without prior notice to you in the event of any Rural Bank equipment or Rural Bank system malfunction.

4.5.2 Liability for unauthorised transactions

(a) You are not liable for losses arising out of:

- unauthorised transactions where it is clear that you or your authorised user have not contributed to the loss;
- the fraudulent or negligent conduct of our employees, agents or companies involved in networking arrangements, or of merchants who are linked to the EFT system, or their agents or employees;
- any component of an access method that is forged, faulty, expired or cancelled;
- unauthorised transactions occurring after you have notified us, as required by these terms and conditions, that the security of a PIN or access ID has been breached;
- transactions that require the use of a PIN or access ID that forms part of your access method and that occurred before you have received that PIN or access ID (including a reissued or replacement PIN or access ID); or
- the same transaction being incorrectly debited more than once to the same account.

(b) You are liable where we can prove on the balance of probability that you or your authorised user, have contributed to the losses in any of the following ways:

(i) through you or your authorised user's fraud;

(ii) by you or your authorised user voluntarily disclosing the PIN to anyone, including a family member or friend;

(iii) by keeping a record of your access ID and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;

(iv) where we permit you or your authorised user to select or change a PIN, by selecting numbers which represent the person's date of birth, or letters which are a recognisable part of their names, if immediately before this was done we specifically warned the person not to do so and that you might incur liability by doing so; or

(v) by acting with extreme carelessness in failing to protect the security of the PIN; and

(vi) where an access method includes more than one code and we prove that you or your authorised user contravened the requirements of section 4.5.2 (ii) (b), (c), (d), (e) or (f) by voluntarily disclosing or keeping a record of one or more codes but not all the codes in the access method, the account holder is liable under section 4.5.2 (ii) only if we also prove on the balance of probability that the recording or voluntary disclosure of one or more, but not all of the codes that form part of the access method, was the dominant contributing cause of the loss.

(c) In the cases referred to in section 4.5.2 (ii), you are liable for the actual losses that occur before you or your authorised user notified us that the security of a PIN that forms part of the access method has been breached, but you are not liable for any of the following amounts:

- that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
- that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
- any losses incurred as a result of conduct we expressly authorised you to engage in; or
- any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer, which is expressly or impliedly promoted, endorsed or authorised by us.

(d) Where we can prove on the balance of probability that you or your authorised user have contributed to the losses by unreasonably delaying notification after becoming aware that the security of all the codes that form part of the access method has been breached, you are liable for the actual losses that occur between when you or your authorised user became aware and when we were actually notified, but you are not liable for any of the following amounts:

- that portion of the losses incurred on any one day that exceed any applicable daily withdrawal limits;
- that portion of the losses incurred in a period that exceeds any other periodic withdrawal limits applicable to that period;
- that portion of the total losses incurred on any account that exceeds the balance of that account; or
- all losses incurred on any accounts that you and we had not agreed could be accessed using the access method.

(e) Where we cannot prove you were liable under sections 4.5.2 (ii) and a PIN or access ID was required to perform the unauthorised transaction, you are liable for the least of:

(i) $150; or

(ii) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method; or

(iii) the actual loss at the time we were notified (where relevant) that the security of the codes that form part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).

(f) You authorise us to debit any amount for which you are liable under section 4.5.2 to your account.

4.6 Protecting your access ID, password and security token

The security of your access ID, password, PIN and security token is very important. You may be liable for unauthorised transactions to which you contribute by not keeping your password, PIN and security token secure. For EFT transactions, subject to section 2.12, section 4.5 governs your liability.

You must ensure that you:

- keep your password, PIN and security token secure and protected;
- do not tell anyone your PIN or password;
- do not record your PIN anywhere, in electronic or written form;
- do not select a PIN that is easily identified with you (e.g. your date of birth, your name, part of your name, or your phone number);
- do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 1234 or 5555);
- do not provide your PIN, security token or password to any person (including a family member or a friend); and
- do not allow any unauthorised person to observe or hear your PIN or password.

You must also ensure that your authorised users do each of these things.

4.6.1 Loss, theft and unauthorised use of your access ID, password, pin and security token

You must notify us immediately if:

(a) any record you may have of your PIN or password, or any record an authorised user may have of their PIN or password, is lost or stolen;

(b) someone steals the token from you or your authorised user;

(c) you or your authorised user has lost your security token; or

(d) you or your authorised user becomes aware or suspects that another person knows your or their PIN or password, or has used your or their PIN or password without their or your authority.

4.6.2 From within Australia

You can contact our Customer Service Centre on 1300 660 115 during normal business hours for any issues relating to the use and security of your access ID, password, PIN and security token.

4.6.3 From overseas

You can contact us while overseas by phoning +61 8 7109 9207 or by fax on +61 8 8121 0106.

Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised EFT transactions is set out in section 4.5.2. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points, as long as you notify us within a reasonable time of a contact point becoming available.

When you report the loss, theft or unauthorised use of your PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report. You should confirm any verbal notification via secure email as soonas possible.

4.7 Staff assisted transfers

There are three staff assisted transfer options:

- Internal account
- External account
- Real time EFT

4.7.1 Internal account - staff assisted transfers

An ‘internal account – staff assisted transfer’ refers to the transfer of funds from your FMD account to another Bendigo Agribusiness account or Rural Bank account held by you or someone else.

To request an ‘internal account – staff assisted transfer’ of funds please visit your nearest Bendigo Bank branch. You are required to provide us with the following information, together with such other information as we may require at the time:

- the amount of the transfer;
- details of the account from which the funds are to be transferred;
- details of the account to which the funds are being transferred; and
- if making a request over the phone, certain details to confirm your identity.

When all relevant information has been supplied, your request will be processed. This usually occurs on the same day if it is during normal business hours at the office you make the request.

4.7.2 External account - staff assisted transfers

An ’external account – staff assisted transfer’ refers to the transfer of funds to an account held with another financial institution within Australia.

All ’external account – staff assisted transfer’ requests must be made in writing and sent to our mailing address as set out in section 2.1, or completed at your nearest branch.

You are required to provide us with the following information, together with such other information as we may require at the time:

- the details of the FMD account from which the funds are being transferred;
- a valid BSB number for the financial institution to which the funds will be transferred;
- a valid account number and account name for the account to which the funds will be transferred;
- the amount of the transfer; and
- valid signature(s) to authorise the transaction.

4.7.3 External account - staff assisted transfer cut off times

If your 'external account – staff assisted transfer' request is received by 2.30pm (CST) on a business day, your request will usually be processed (and debited from your account) on the same day. Requests received after 2.30pm (CST), or on a non-business day, will usually be processed (and debited from your account) on the next business day. The payment will in most cases be credited on the next business day, although this can depend on the identity of the recipient's financial institution.

4.7.4 Real Time Electronic Funds Transfers

A real time electronic funds transfer refers to a transfer of funds that is sent 'real time' (also referred to as a real time gross payment), or on the same day, to an account held with another financial institution within Australia. Not all financial institutions can accept 'real time' payments, so it is advisable to seek confirmation from the financial institution to which the funds are being sent. All real time electronic funds transfer requests must be made in writing, and forwarded to the address outlined in Section 2.1 of this document. You are required to provide us with the following information, together with such other information as we may require at the time:

- the account details for the account from which the funds are being transferred from;
- a valid BSB number for the financial institution to which the funds will be transferred;
- a valid account number and account name for the account to which the funds will be transferred;
- the amount of the transfer; and
- valid signature(s) to authorise the transaction.

4.7.5 Real Time Electronic Funds Transfer cut off times

If your real time electronic funds transfer request is received by 2.30pm (CST) on a business day, your request will usually be processed (and funds debited from your account) on the same day. Requests received after 2.30pm (CST), or on a non-business day, will usually be processed (and debited from your account) on the next business day. The payment will in most cases be credited on the next business day, although this can depend on the recipient's financial institution.

4.7.6 Liability – Staff Assisted transfers

To the extent permitted by law, and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the staff assisted transfer services, or any delay, omission or failure in respect to any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution, we are not liable for any loss or damage you suffer as a result of:

a) any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your account with us to another financial institution; and

b) any omission, delay or failure on the part of the other financial institution in processing that payment.

If we debit your account, we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

4.8 Changing details on your account

If you choose to revoke the authority of an authorised signatory, or appoint a new authorised signatory, or change your information supplied in the account application form (such as change your address details), such a change will only be acted upon by us upon receipt of written notice of that change.

You must notify us promptly of any change to your name or address. We will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

TIP! You can provide a written notice by sending us a letter, facsimile (refer to section 2 for our contact details), a 'secure email' from Rural Bank Internet Banking, or by providing written instructions at the nearest Bendigo Bank branch.
Any written instructions must be signed according to the authority of the account.

4.9 Inactive accounts

A FMD cannot become unclaimed money's under the Banking Act.

5. MATURING FIXED RATE FMD ACCOUNTS

TIP! 3 month or 6 month fixed rate FMDs are available to assist you with managing your interest income. At maturity, they must be to rolled for further periods for at least 12 months in order to retain the taxation benefits associated with FMDs.

Your fixed rate FMD terminates on the maturity date.

We will issue a pre-maturity letter approximately fourteen days before the maturity date of your fixed rate FMD Account.

From 1 January 2015 this advice will set out and indicative interest rate that may apply to your fixed rate FMD account if you choose to roll all, or part of, your fixed rate FMD for the same investment term, or if your term fixed rate FMD is automatically renewed in accordance with clause 5. The new interest rate will be based on the prevailing interest rate applying to that particular fixed rate FMD and investment term on the maturity date.
Important Note: The rates and tiers may change prior to your maturity date. You should check the current interest rates and tiers with us on the maturity date.

Following receipt of the pre-maturity letter, you may instruct us, in writing, that at maturity you want to:

- roll all, or part of, the balance of your fixed rate FMD Account over into a new fixed rate FMD for the same or a different term at the relevant FMD fixed interest rate on the maturity date
- add funds to your fixed rate FMD Account and roll the increased balance of the fixed rate FMD Account over into a new fixed rate FMD for the same or a different term at the relevant fixed rate FMD interest rate on the maturity date;
- roll all, or part of, the balance of your fixed rate FMD Account over into a new floating rate FMD Account; or
- withdraw all, or part of, and roll over the balance of the funds in your fixed rate FMD Account into a new fixed rate FMD Account or floating rate FMD Account.

If you wish to roll all of your fixed rate FMD over for the same term, you do not need to do anything. If your fixed rate FMD is renewed and the interest rate that is applied is different to the indicative rate stated in your pre-maturity letter, you will receive confirmation from us of your new interest rate and term.

If you instruct us to repay funds from your fixed rate FMD Account, that request will be processed on the maturity date, thus reducing the balance of your fixed rate FMD Account. Funds will be repaid in accordance with your instructions on the maturity date.

In the absence of acceptable instructions regarding the application of the proceeds of your account at maturity, your fixed rate FMD Account will be rolled over into a new fixed rate FMD Account at our prevailing fixed rate FMD interest rate on the maturity date, of the amount of the proceeds and for the same term as your original FMD Account. You have ten calendar days from the maturity date to either:

- withdraw funds; or
- add funds.

If you withdraw funds within ten calendar days after the maturity date, that request for repayment will be processed on the day of receipt, thus reducing the balance of your fixed rate FMD Account. Funds will be repaid in accordance with your instructions on that day. We will apply the interest rate applying to the particular term deposit and term deposit term you have chosen on maturity date (and not necessarily the indicative interest rate advised in the pre-maturity letter), as at the maturity date, to determine the interest payable on the amount repaid. That interest will be paid in accordance with the interest payment method you selected on your account application form.

In the event that you withdraw part of your funds within ten calendar days after the maturity date and the balance is rolled over into a new fixed rate FMD Account, the balance of the new fixed rate FMD Account will be the reduced balance, and the interest rate applicable to the new fixed rate FMD Account (which may be less than the interest rate payable if there was no withdrawal) will apply to the reduced balance, not the balance of your fixed rate FMD Account at the maturity date.

If you request a withdrawal of funds either at maturity or within ten calendar days after maturity, that request will be processed either on the maturity date, or on the day we receive your request as applicable ("relevant day"), and if the funds are:

- to be transferred to another account you hold with us, the funds will be transferred to that account on the relevant day; or
- to be transferred to an account held with another FMD provider, the funds will be transferred to the other FMD provider on the next business day following the relevant day.

If you add funds to your fixed rate FMD account within ten calendar days after the maturity date, the funds will be credited to your fixed rate FMD Account on the day they are received by us, and if you add funds to your account on or before the maturity date, the funds will be credited to your fixed rate FMD on the maturity date or in the event of a fixed rate FMD maturing over a weekend or public holiday, on the next business day. The balance of the new fixed rate FMD Account will be the increased balance. The interest rate applicable to the new fixed rate FMD Account will apply to the increased balance from the date the additional funds are credited to your account.

If all, or part, of your fixed rate FMD is immediately reinvested as a fixed rate FMD with us, the reinvestment does not involve the repayment of the FMD Account, or the making of a new FMD Account for taxation purposes.

6. CLOSING AN ACCOUNT

6.1 Closing your variable FMD accounts and ending fixed FMD accounts at maturity

You can close your Rural Bank variable FMD by sending us a secure email via Internet Banking, by visiting your nearest branch or by contacting us on 1300 660 115.

Your Rural Bank fixed rate FMD terminates on the maturity date. For the options available to you at maturity please refer to section 5.

If your account is not operated in accordance with the account terms and conditions or other operating instructions, it may, at our discretion, be closed as soon as we become aware of the breach. We will give you notice as soon as possible after closing the account. We may also close the account after giving you notice that is reasonable in all the relevant circumstances. In either case, we will repay the amount of any credit balance to your nominated account (including interest to the date of closure).

6.2 Closing or repayment from a fixed rate FMD prior to maturity

From 1 January 2015 should you wish to withdraw or transfer your funds after the grace period, your funds will be available 31 days after we receive your request, or at maturity, whichever occurs sooner. This does not apply in cases of proven hardship, as defined by us. Your request can be received at a branch during opening hours, by contacting us on 1300 660 115 or via a "secure email" from Rural Bank Internet Banking. Any funds withdrawn after the grace period and prior to maturity will be subject to an interest rate reduction (refer to clause 6.2). Your funds will be paid or transferred on the business day after the expiry of the 31 days or the next maturity date, as applicable.

If we agree to any early repayment from a fixed rate FMD, we are entitled to reduce the interest that is paid or payable on your account. If an early repayment is agreed to, we will apply the Interest Earning at Call Deposit interest rate, as at the account opening or reinvestment date, to determine the interest payable on the amount repaid. If you withdraw part of your account balance prior to maturity, we will effect an interest rate reduction by reducing your next interest payment.

Following is an example of how this may work.

Example

John has a $50,000 Rural Bank Fixed Farm Management Deposit invested for twelve months (365 days) at 5.00% p.a. 180 days into the term, John requires $10,000, and we agree to early repayment.

As at the account open date, the interest rate for $10,000 invested at the Interest Earning At Call Deposit rate was 0.25% p.a.

Therefore John will only receive 0.25% p.a. on the amount he withdrew ($10,000). This equates to:

Interest earned = Amount repaid x applicable interest rate / days in the year x days invested

$10,000 x 0.25% p.a. / 365 days x 180 days = $12.33

If John had not withdrawn the $10,000 early, for the same period he would have earned:

interest earned = Amount repaid x applicable interest rate / days in the year x days invested

$10,000 x 5.00% p.a. / 365 days x 180 days **= $246.58**

Note: Examples are used for illustration purposes only. The final interest reduction depends on the actual Rural Bank Fixed Farm Management Deposit interest rate and the Interest Earning At Call Deposit account interest rate on the on the account opening/ reinvestment date. So, even if your Rural Bank Fixed Rate FMD matches the example, the amount by which interest is reduced may be greater. The Interest Earning At Call Deposit rate is available at www.ruralbank.com.au

Section 7 – Transferring your FMD to another financial institution

7. TRANSFERRING YOUR FMD TO ANOTHER FINANCIAL INSTITUTION

You can choose to transfer all, of part of, your Rural Bank FMD to another FMD provider by sending us a secure email via Internet Banking, by visiting your local branch or by contacting us on 1300 660 115.

At your written request, and upon receipt of any information or other assistance necessary for the purpose, we will electronically transfer the requested amount from your Rural Bank ONE FMD Account to another FMD provider that agrees to accept it as a FMD.

Note: Reduced interest may apply if a fixed rate FMD is transferred prior to its maturity date (refer to section 6.2 for details).

Any interest owing to you will be paid to you separately to your nominated bank account as it cannot be included in the principal amount being transferred to the other FMD provider.

Section 8 – Rural Bank Farm Management Deposit Comparison Table & Product Features

8. RURAL BANK FARM MANAGEMENT DEPOSIT COMPARISON TABLE & PRODUCT FEATURES

The following table provides a summary of Rural Bank Farm Management Deposit products and features including how you can access your Rural Bank Farm Management Deposit account.

RURAL BANK ONE FARM MANAGEMENT DEPOSIT ACCOUNTS		
	Variable Rate FMD	**Fixed Rate FMD[6]**
AVAILABLE TO	**Primary Producers only**	**Primary Producers only**
INTEREST		
Interest Rate	The interest rate applicable to Rural Bank Variable FMD is the 'Rural Bank Variable FMD interest rate'. When checking your current rate or reading of rate changes, please refer to this rate.	The interest rate is fixed for the chosen term. The rate is determined by the prevailing Rural Bank fixed rate FMD we offer on the amount you deposit for the term you require on the day we receive the deposit. This rate is available on request, and will be confirmed in writing following the receipt of your funds. Interest rate reductions will apply where we agree to any request to early withdrawal of funds prior to maturity date (refer section 6.2 for details). For a facility established as a result of a rollover, please note the variations that may occur to the interest rate as set out in section 5 of this document.
Calculated daily	✓	✓
Paid	Annually on 1 July	Monthly, quarterly, annually or at maturity[1]
Fixed or Variable	Variable	Fixed
Payment method	Must be credited to another account in your name[2]	Must be credited to another account in your name[2]
ACCOUNT FEATURES		
Available terms	At call	3, 6, 12, or 24 months (or other terms we may introduce)
Minimum opening balance[3]	$1,000	$5,000
Minimum operating balance[3]	$1,000	$5,000
Maximum operating balance	$400,000[4]	$400,000[4]
Minimum additional deposit	$1,000	×
Statement frequency	6 monthly	6 monthly and/or at maturity
Fees and charges apply	×[5]	×[5]
ACCESS FEATURES		
Access features are detailed in Section 9		

✓= Available ×= Not available

1 Interest is paid at different frequencies depending on the term of the Rural Bank Fixed FMD you select.
2 Interest cannot be reinvested directly to your Rural Bank FMD Account.
3 Interest may not be paid on all balances down to the minimum opening and operating balances. You may need to maintain a higher balance to take advantage of a higher interest rate such as an FMD special.
4 An individual can own more than one FMD, and can own FMDs with different FMD providers, but the sum of the balances of all the FMDs of an owner must not be more than $400,000.
5 No monthly account service fees or transaction fees currently apply to FMD accounts. Other fees and charges may apply as detailed in Section 10 and we reserve the right to recover fees and charges from you. Fees will not be debited from a FMD account.
6 Withdrawals are usually only permitted at maturity. From 1 January 2015 withdrawals may not be available for up to 31 days or until the next maturity date if sooner. An interest rate reduction may apply. Refer to clause 6.2 of the terms and conditions.

Section 9 – Rural Bank Farm Management Deposit Comparison Table and Access Features

9. RURAL BANK FARM MANAGEMENT DEPOSIT COMPARISON TABLE AND ACCESS FEATURES

RURAL BANK FARM MANAGEMENT DEPOSIT ACCOUNT		
	Variable rate	**Fixed rate**
DEBIT CARD		
Debit Card	×	×
Bank@Post™	×	×
ATM	×	×
EFTPOS	×	×
CHEQUES		
Cheque book	×	×
Bank Cheque	✓	✓
ELECTRONIC ACCESS		
Internet Banking – view only	×	✓
Phone Banking – view only	×	✓
Internet Banking – Full access	✓1	×
Phone Banking – Full access	✓1	×
Electronic Funds Transfer (EFT)	✓1	✓2,5
Direct Debit	×	×
Direct Credits	✓3	×
BPAY®	✓1	×
Pay Anyone4	✓1	×
OVER THE COUNTER		
Staff assisted transfers	✓	✓5
Cash deposits	✓	✓5
Cheque deposits	✓	✓5

✓= Available × = Not available

1 Minimum transaction amount is $1,000. You should consult your taxation advisor before deciding to withdraw from your variable rate FMD.
2 A FMD deposit transferred from/to another FMD provider must be sent via EFT to retain its taxation benefit.
3 Minimum transaction amount is $1,000.
4 Pay Anyone users require a security token to access this service.
5 Transactions are usually only permitted at account opening or maturity. Deposits are usually only permitted at account opening or maturity. Withdrawals are usually only permitted at maturity. From 1 January 2015 withdrawals may not be available for up to 31 days or until the next maturity date if sooner. An interest rate reduction may apply. Refer to clause 6.2 of the terms and conditions.

Section 10 – Other Fees and Charges

10. OTHER FEES AND CHARGES

No monthly account service fees or transaction fees apply to FMD accounts. Other fees and charges listed here may apply and will be payable by you from another account. Fees will not be debited from a FMD account.

Bank cheque

Applies per bank cheque:

Where you have a Bendigo Bank transaction account, bank cheques are organised through Bendigo and Adelaide Bank Limited. $10.00

Bank cheque

Where you do not have a Bendigo Bank transaction account, bank cheques are organised through the Commonwealth Bank of Australia (CBA). $10.00

Corporate cheque

Where you do not have a Bendigo Bank transaction account, Corporate cheques are organised through Rural Bank. $8.00

Bank cheque repurchase or stop fee

Applies when a bank cheque is repurchased, as it is no longer required or stopped. $30.00

Corporate cheque repurchase or stop fee

Applies per corporate cheque you request to be repurchased or stopped. $15.00

Special cheque clearance

Applies per cheque for which you have requested special clearance (fast clearance) when deposited. $15.00

Electronic trace^

Applies when you have requested a trace on a BPAY® or Pay Anyone transaction or a transaction that has been sent electronically to another financial institution. $20.00

Electronic transaction recall

Applies per attempt to recall an electronic transaction. The fee applies regardless if the recall is successful. $15.00 per transaction

Real time electronic funds transfer

Applies per transaction when funds are requested to be sent 'real time' or the same day to an account held with another Australian financial institution. $30.00

Transaction history print out

Payable when a print out on an account transaction per requested history is requested. statement period $5.00

Vasco One–Touch security token

Key ring sized personal security token. Applies per security token ordered. $25.00 (Includes GST)

^ If the voucher, cheque or payment search/trace reveals a bank error, the fee will be waived.

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